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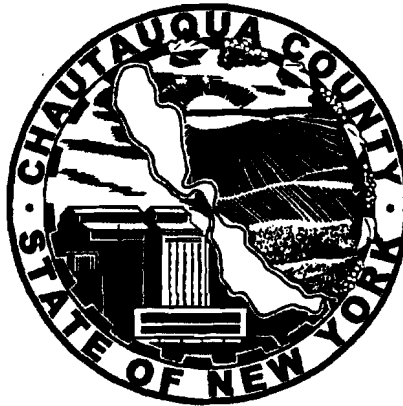
CONTRACTUAL AGREEMENT

BETWEEN

THE COUNTY OF CHAUTAUQUA

AND

CHAUTAUQUA COUNTY SHERIFF'S EMPLOYEES'
ASSOCIATION
(CCSEA)



EFFECTIVE JANUARY 1, 2008
EXPIRES DECEMBER 31, 2011

TABLE OF CONTENTS

C.C.S.E.A. 2008-2011 Collective Bargaining Agreement

ARTICLE	SUBJECT	PAGE
	Agreement	1
	Appendix A, 2008 - 2011 Salary Schedules	
	Appendix B, Health Insurance Benefits	
	Appendix C, Dental Plan	
	Appendix D, Physical Agility Test Battery	
2	Bargaining Unit	1
11	Bereavement Leave	12
5	Clothing Allowance	6
5	Compensatory Time	5
14	Court Appearance	13
5	Direct Deposit	3
1	Dues	1
24	Duration	24
17	Emergency Call, Employee	19
21	General Provisions	22
9	Good Attendance Bonus	10
20	Grievance Procedures	21
21	Hepatitis B	23
10	Holidays	11
5	Increments	4
16	Insurance, Health	16
14	Jury Duty	13
19	Labor Management Committees, Departmental	20
18	Lay Off	19
12	Leave of Absence	12
23	Legislative Action	24
6	Longevity	7
3	Management Rights	2
7	Meals	8
1	No Strike Clause	1
11	Personal Leave	12
21	Physical Fitness Bonus	23
5	Reallocation	6
17	Recall, Employee	19
1	Recognition	1
15	Retirement	14
22	Savings Clause	24
18	Seniority	19
5	Shift Premium	5
9	Sick Leave	9
2	Temporary, Seasonal, Substitute and Part-Time Employees	2
7	Travel Expense	7
5	Union Time	6
8	Vacation	9
13	Volunteer Firefighters & Emergency Rescue Unit Members	13
5	Wages	3
4	Work Week, Definition of	3

AGREEMENT

This agreement is made and entered into between the County of Chautauqua, hereinafter referred to as "Employer" or "Sheriff" and the Chautauqua County Sheriff's Employees' Association, hereinafter referred to as: "C.C.S.E.A."

ARTICLE 1 - RECOGNITION

Section 1.01 The Employer hereby recognizes the Chautauqua County Sheriff's Employees' Association as the sole and exclusive bargaining agent for all full-time employees described in the Bargaining Unit, and certain seasonal and part-time employees as described elsewhere herein, for the maximum period permitted by law.

Section 1.02 Upon presentation to the Employer of appropriate deduction authorization cards signed by the individual employees, the Employer shall make and remit such deductions from the wages of such employees, remitting the same to C.C.S.E.A., P.O. Box 230, Mayville, New York 14757.

Section 1.03

- A. The Employer agrees that C.C.S.E.A. has the right to represent County employees in their Bargaining Unit in all matters concerning employment with the Employer during the term of this agreement.
- B. An employee has the right to request representation of C.C.S.E.A. in all matters concerning employment with the Employer during the term of this agreement.
- C. If an employee chooses not to be represented by C.C.S.E.A., the Employer agrees that there must be agreement by C.C.S.E.A. on the matter that would affect the terms of this agreement prior to implementation.
- D. C.C.S.E.A. shall be notified of all grievance proceedings and be admitted to the third step hearing.
- E. All employees covered by this contract shall be subject to the agency shop fee.
- F. C.C.S.E.A. agrees to indemnify the County and hold it harmless against any and all suits, claims, demands, and liabilities that may arise out of, or by reason of, any action that may be taken by the County for the purpose of complying with the provisions of such deductions as are herein set forth, or in reliance upon any authorization card or list relating thereto which is furnished to the County by C.C.S.E.A.

Section 1.04 C.C.S.E.A. affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, slow down, or demonstration interfering with the departmental operations of the Employer, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such strike.

Section 1.05 The Public Employees Fair Employment Act, Civil Service Law, Local Laws, rules and resolutions of the County of Chautauqua, and all other applicable statutory laws of the State of New York shall govern the terms of this agreement except such rules and resolutions of the County of Chautauqua which conflict with this agreement, in which event the terms of this agreement shall be controlling.

ARTICLE 2 - BARGAINING UNIT

Section 2.01 C.C.S.E.A. shall be the exclusive collective bargaining representative during the term of this agreement for all full-time employees in the following titles: Pilot, Cook, Emergency and Police Dispatcher, Emergency and Police Dispatcher Trainee, Senior Emergency and Police

Dispatcher, Correction Officer, Senior Correction Officer, Recreation Specialist/Correction Officer, and Seasonal Deputy Sheriffs when assigned to the navigation patrol and part-time Correction Officers.

Section 2.02 Part-time, seasonal, temporary and substitute employees in the above titles shall not be covered by this agreement, except as excepted in Section 2.01 above. An employee who works more than one thousand forty (1,040) hours per year for the department shall be classified as full-time under this definition. Seasonal Deputy Sheriffs when assigned to the navigation patrol and part-time Correction Officers are not entitled to benefits, except for shift premium per Section 5.10, Step increments as described in Section 5.06, and those holidays as described in Section 10.01. Employees in these positions also do not accrue longevity or seniority.

Section 2.03

- A. Temporary Employee. A temporary employee is one appointed on a full-time basis for a specific period of time to a regular or temporary position. A temporary employee is not entitled to benefits, except for shift premium per Section 5.10. Neither does he/she accrue longevity or seniority.
- B. Pursuant to Section 2.02, Temporary, Seasonal, Substitute and Part-time employees that work more than 1040 hours per year shall become eligible for benefits under the following Articles: Article 8 - Vacation; Article 10 - Holidays; Article 11 - Personal and Bereavement Leave; and Article 16 - Insurance. The eligibility for the aforementioned benefits begins on the date that 1040 hours is exceeded and ends on the last day of the last pay period of a given year. Such employees shall also be eligible for Grade 14, Step 1 pay upon reaching 1040 hours.

Section 2.04 Wherever used in this agreement, the terms "employee", "participant", and "member" shall refer only to members of the Bargaining Unit as defined in Section 2.01.

ARTICLE 3 - MANAGEMENT RIGHTS

The Sheriff retains the sole right to manage his or her business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the building, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its service; to determine whether and to what extent the work required in operating its business and supplying its service shall be performed by employees covered by this agreement; to maintain order and efficiency in all his operations; including the sole right to discipline, suspend and discharge employees for cause, to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of his operations, and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in the agreement, or provided by law.

The above rights of the Sheriff are not all-inclusive, but indicate the type of matters or rights that belong to and are inherent to the Sheriff. Any and all the rights, powers and authority the Employer had prior to entering this agreement are retained by the Sheriff, except as expressly and specifically abridged, granted, or modified by this agreement.

ARTICLE 4 - WORK WEEK

Section 4.01 The regular workweek for the Office of the Sheriff is forty (40) hours.

Section 4.02 The Sheriff shall fix the starting and ending time for shifts, and the amount of time for meals.

Section 4.03 The workweek shall start at 7:01 A.M. Thursday. The pay period shall remain as in the past. If agreeable to both the County and C.C.S.E.A. the workweek and pay week will be changed to correspond to the calendar week.

Section 4.04 For the purposes of computing overtime compensation under the Federal Fair Labor Standards Act, the Office of the Sheriff shall operate on a twenty-eight (28) day work period.

Section 4.05 Should the County determine that rotating shifts will be implemented, the County agrees to negotiate the impacts of such shift rotation on employees with C.C.S.E.A.

Section 4.06 Correction Officers that are required to report early to their scheduled shift or hold over from their scheduled shift to complete the physical head counts of inmates, as required by the Sheriff's General Order 3703 in response to NYS Commission of Corrections Minimum Standards Section 7003.5(a)(2) shall be compensated for early reporting or hold over work. Correction Officers shall be compensated at their regular hourly rate of pay for ten (10) minutes of time. If the additional time worked exceeds 40 hours in a week, the appropriate overtime rate will apply as provided in Section 5.08 of this Agreement.

ARTICLE 5 WAGES - RATE OF PAY

Section 5.01 (Old 5.13) Salary Schedules. All employees covered by this Agreement currently paid on a bi-weekly basis shall continue to be paid on a bi-weekly basis pursuant to the salary schedules in Appendix A.

Section 5.02 (Old 5.12) Salary Rate Changes. Salary changes shall be made effective as follows:

- A. Effective January 1, 2008, the previous year's salary schedule shall be increased two and one-half percent (2.5%).
- B. Effective January 1, 2009, the previous year's salary schedule shall be increased by three percent (3%).
- C. Effective January 1, 2010, the previous year's salary schedule shall be increased by three percent (3%).
- D. Effective January 1, 2011, the previous year's salary schedule shall be increased by three percent (3%).

Section 5.03 (Old 5.15) Rounding Rule. In computing increases in salary, any fractional part of a cent will be rounded up or down to the nearest whole cent according to the normal rounding method.

Section 5.04 (Old 5.19) Direct Deposit of Wages. All employees covered by this Agreement must complete and file a direct deposit form with the Human Resources Department. All wages will be issued as a direct deposit to employee bank accounts. Payment of wages by check will only be made in isolated instances where it is not practicable for the County to complete the direct deposit procedure.

Section 5.05 (Old 5.16) Title Grade Allocation. Each title in the C.C.S.E.A. bargaining unit shall be allocated to the appropriate grade in the appropriate salary schedule as follows:

- A. The salary schedule for the following full-time titles and corresponding grade allocations is attached as Appendix A: Cook, Grade 9; Seasonal Navigation Deputy, Grade 11; Correction Officer, Grade 14; Emergency and Police Dispatcher, Grade 14; Recreation Specialist/Correction Officer, Grade 14; Senior Emergency and Police Dispatcher, Grade 15; Senior Correction Officer, Grade 17; Pilot, Grade 19; part-time and substitute Correction Officer, Grade 9.
- B. All new appointments to Emergency and Police Dispatcher Trainee shall be paid at Grade 10 for a one (1) year traineeship. At the conclusion of the one (1) year training, the employee shall move to Grade 12, and shall serve in Grade 12 for one (1) additional year, at which time he shall move to the permanent allocation Grade 14.
- C. Notwithstanding any other provision of this Agreement, newly hired Correction Officers who have not completed mandated entry level training will be hired at Grade 8 if part-time, and at Grade 13 if full-time. Part-time hires shall move to Grade 9, and full-time hires shall move to Grade 14 when any one of the following occurs: 1) The employee successfully completes all mandated entry level training; or 2) The employee completes 12 months of employment; or 3) The employee is assigned to work a post without supervision by a designated training officer.

Section 5.06 (Old 5.09) Increments.

- A. Salaries are fixed with one (1) or more increments up to a maximum salary for the position. All these increments are NOT mandatory and each employee shall be entitled to an increment only when his or her work is such that the Sheriff shall deem that he or she is deserving of it and files a Civil Service form (CCP-428 or its equivalent) recommending the increment. The County Executive may take action to rescind the recommendation of the Sheriff. Notice in writing stating a reason for not receiving the increment will be given thirty (30) days in advance to any employee who is not being recommended for an increment to which he or she would otherwise be entitled.
- B. Increments are on an annual basis. A regular full-time employee becomes eligible for his or her first increment on the 1st day of January or 1st day of July after he or she has completed six (6) months service in the position or grade and thereafter annually on the anniversary of his or her first increment. This provision shall not apply to Trainees with a training period of one (1) year or less.
- C. Increments must be earned and in making recommendations, the Sheriff will consider attitude toward job, work habits, the quality of work, cooperativeness, initiative, desire to learn, attendance, judgment and personality.
- D. Step increments will be effective on a prorated basis on January 1 or July 1.
- E. Both seasonal Navigation Deputies and part-time/substitute Correction Officers shall proceed through step increments as follows: Step 1 – one through five years of employment; Step 2 – six through ten years of employment; Step 3 – eleven through fifteen years of employment; and Step 4 – sixteen or more years of employment. For such employees, a year of employment shall be counted as such when the employee works 400 hours or more during the calendar year.

Section 5.07 (Old 5.17) Increments for Steps 8 and 9.

- A. Employees that have attained twelve (12) years of continuous full-time service shall be eligible to receive the Step 8 increment pursuant to the terms of Section 5.06 of this Agreement. The Step 8 increment, if granted, will be paid on either January 1st or July 1st immediately following the attainment of twelve (12) years of service.
- B. Employees that have attained eighteen (18) years of continuous full-time service shall be eligible to receive the Step 9 increment pursuant to the terms of Section 5.06 of this

Agreement. The Step 9 increment, if granted, will be paid on either January 1st or July 1st immediately following the attainment of eighteen (18) years of service.

- C. No employee will be eligible for Step 8 until such employee has reached Step 7 for a minimum of one year. No employee will be eligible for Step 9 until such employee has reached Step 8 for a minimum of one year.

Section 5.08 (Old 5.02) Overtime Rate.

- A. All employees covered by this agreement will be paid at the rate of one and one-half (1.5) times their regular rate for all hours worked over forty (40) per week, except pilots, who shall be paid one and one-half (1.5) times the regular rate only for those hours worked which exceeded eighty (80) hours in one pay period.
- B. If an employee is ordered to remain on duty after completion of a shift, such overtime shall be considered forced overtime. After working forced overtime totaling thirty-two (32) hours per calendar month, an employee shall receive a stipend of fifty dollars (\$50.00) for each additional eight hour period of forced overtime in the same calendar month.
- C. (Old 5.03) Overtime Eligibility. For determining eligibility for overtime pay, holidays not worked and other paid leaves shall be credited as days worked for this purpose in the workweek in which they occur.

Section 5.09 (Old 5.07) Compensatory Time.

- A. Compensatory time shall be made available in lieu of overtime by mutual agreement between the employee and the Sheriff, in accordance with any applicable state and/or federal laws.
- B. If it is agreed that the employee shall receive compensatory time in lieu of overtime, the employee shall be granted the opportunity to use it within three (3) months from the date accrued. If not used within three (3) months, it shall be paid.
- C. Compensatory time shall be granted at the same rate as overtime would have been paid.

Section 5.10 (Old 5.04) Shift Premium. All employees who work on a shift when two or more of the basic hours are between 6 p.m. and 6 a.m. shall receive a shift premium. The night shift differential shall be six percent (6%) of the base pay for hours between 6 p.m. and 6 a.m. This shift premium shall not be used in determining rate of pay for paid leave for employees.

Section 5.11 (Old 5.18) "In Charge" Premium Pay for Sergeant or Lieutenant. The Sheriff will endeavor to have a Sergeant or Lieutenant on every shift, following the current practice. When this does not occur, C.C.S.E.A. members who are appointed to be "in charge" shall be paid a premium of \$2.00 per hour of being "in charge" effective upon the ratification date of January 23, 2008. It shall not be mandatory for any employee to accept an "in charge" appointment; and the Sheriff or his designee must approve all such appointments.

Section 5.12 (Old 5.14) "In Charge" Premium Pay for Emergency and Police Dispatcher. An Emergency and Police Dispatcher who is regularly assigned as "in-charge" shall be paid a premium of two dollars (\$2.00) per hour effective upon the ratification date of January 23, 2008. An employee who is continuously assigned to a higher-level position for more than four (4) weeks shall receive the rate of pay for the higher-level position as per Section 5.15 of this contract.

Section 5.13 (Old 5.21) Serving as Training Officer. Any member who serves as training officer for a new employee shall receive one hour of pay or one hour of compensatory time, at the employee's option, for each shift or portion thereof that the member serves as a training officer.

Section 5.14 (Old 5.11) Reallocation. An employee may request a review of the grade assigned to his/her title. The Director of Human Resources, the County Executive and the President of C.C.S.E.A. shall review the request and if they find a change justifiable, shall submit recommendations to the appropriate committee of the County Legislature at its next scheduled meeting. If approved, a resolution shall be presented to the Legislature at its next regular meeting. Not more than one (1) such review for a specific title shall be held in one (1) budget year unless a substantive change in duties and responsibilities takes place. If a second submission is requested, the employee must demonstrate to the Director of Human Resources that such substantive change has taken place that warrants reconsideration.

Section 5.15 (Old 5.01) Promotion, Demotion, Upgrade and Reclassification.

- A. All employees who are promoted, upgraded or reclassified to a higher grade shall receive the step in the higher grade that is at least sixty cents (\$.60) per hour higher than their current base rate.
- B. All employees who are demoted or reclassified to a lower grade shall receive the same numerical step in the lower grade.

Section 5.16 (Old 5.08) Tardiness. Penalties for tardiness shall result in deduction in pay as follows: For each six (6) minutes or part thereof - one-tenth (1/10) of one (1) hour.

Section 5.17 (Old 5.20) Elimination of Cafeteria Meals in Exchange for Salary Increase. Effective January 1, 2006, no meals will be served to on duty employees in the cafeteria. In exchange for elimination of this meal allowance, the salary schedule will increase by one-half of one percent (0.5%) effective January 1, 2006.

Section 5.18 (Old 5.05) Off Duty Range Practice Pay. An employee required to attend range practice while off duty will be compensated at his or her hourly rate up to two (2) hours monthly.

Section 5.19 (Old 5.10) Union Time.

- A. Members shall incur no loss in pay for administering this agreement to include such things as processing grievances, negotiating contracts and other items limited to the administration of the agreement, except that no more than one (1) member shall be paid for processing a grievance or attending a departmental labor-management meeting, nor more than four (4) members paid for negotiating the contract. For purposes of contract negotiations, and upon reasonable notice, members shall be released from their regular work assignment on the date of negotiating sessions (or on the previous day at the employee's option) regardless of their work shift.
- B. The County shall allow a total of two hundred (200) work hours per year to the President of C.C.S.E.A. and/or designated representative(s) to attend without loss of pay or accrued benefits, C.C.S.E.A. conventions, seminars and workshops. C.C.S.E.A. President will give written notification of use of such time. As many Union members as requests may attend Union conventions, meetings, etc., as long as other personnel can cover their shifts using normal call-in procedures, so no one is forced to stay for another shift. The C.C.S.E.A. President will provide a list of those wishing to attend such Union functions in a reasonable, timely manner. If authorized by the C.C.S.E.A. President, union members may utilize hours in excess of 200 work hours per year. However, the C.C.S.E.A. shall reimburse to the county the hourly rate of the employee(s) for any hours exceeding 200 work hours per year.

Section 5.20 (Old 5.06) Clothing Allowance. The County shall provide and maintain uniforms and footwear for Sheriff's Department uniformed personnel. The County shall pay a clothing allowance of one thousand one hundred dollars (\$1,100) per year for non-uniformed personnel of the Sheriff's

Department. The clothing allowance shall be paid in two separate payments in the amount of five hundred fifty dollars (\$550) each, once in January and once in July of a given year.

ARTICLE 6 - LONGEVITY

Section 6.01 Longevity increments shall be granted to employees as follows: After ten (10) years of continuous service the employee shall receive forty dollars (\$40.00) for each year of service with the County.

Section 6.02 All employees becoming eligible for longevity increments shall be paid in a lump sum on the first payday of December, in a separate check, after the employee has completed the necessary number of years of service. Employees eligible for a longevity increment who are on an approved paid or unpaid leave of absence shall receive the longevity increment by mail at their current home address on file with the County.

ARTICLE 7 - TRAVEL EXPENSE

Section 7.01 Travel

- A. Headquarters for all employees shall be designated as administrative office of the Office of the Sheriff. In some cases, the Sheriff may designate field offices or branches as the headquarters for an employee.
- B. Travel between home and the employee's headquarters shall be considered reimbursable only when County business is conducted en route and then only for the amount of those miles driven in excess of the miles necessary for the employee to reach his or her headquarters. Travel between home and headquarters shall be reimbursable only if County business requires extra trips.
- C. Travel in a privately owned vehicle shall be reimbursed at the rate authorized by the Internal Revenue Service for mileage reimbursement. Under no circumstances shall additional mileage be allowed for more than one (1) person in the same vehicle.
- D. Parking, garage storage expense, thruway and other tolls, and travel by public transportation shall be reimbursable and must be supported by receipts, ticket stubs, or other evidence of amounts. Taxes will be reimbursable. Employees will make a good faith effort to use tax-exempt certificates where practicable.
- E. No receipt shall be required for taxi, subway, or bus fares.
- F. Every effort shall be made so that more than one (1) employee can ride in the same car when traveling to the same place.
- G. No more than one (1) round trip shall be reimbursed on each occasion in going to and from places of public transportation.
- H. When for the benefit of the County an employee is required by the Sheriff or his or her designee to drive his or her personal vehicle to a temporary workstation for which transportation is not provided by the County, he or she shall receive mileage for such trips.
- I. When an employee who is paid on an hourly basis is outside the County on County business, such person shall be paid only for the hours of his or her regular shift except that in addition thereto, such person shall be paid for time actually traveled when such travel is not performed during such work shift and also be paid for time spent while actually working on County business in addition to such regular work shift, provided however that such exception shall not apply to an employee who is attending a conference, convention or school.

Section 7.02 Meals

- A. Employees, subject to other provisions herein, shall be reimbursed up to a maximum of three dollars and fifty cents (\$3.50) for meal expense.
- B. The reimbursement allowance for any conference or committee meeting held within the County shall be up to a maximum of three dollars and fifty cents (\$3.50), except that this may be exceeded only if a receipt is provided.
- C. No meal shall be reimbursable in the community where the employee's headquarters is located, or the Sheriff's Office headquarters is located, or the community in which an employee lives, except when he/she is attending a committee meeting, conference, or unable to take leave from an assigned post.
- D. No meal shall be reimbursable unless the employee's travel is such that it is necessary for the employee to leave his/her headquarters, Sheriff's Office headquarters, or home community one (1) hour before the scheduled meal period and does not return prior to one (1) hour after the end of the scheduled meal period.
- E. In the event an employee is required to work overtime, he or she shall be reimbursed for a meal actually taken provided such overtime is four (4) or more hours.
- F. Seasonal Deputy Sheriffs assigned to the navigation patrol are entitled to meals as provided in this Section.
- G. When an assignment takes an employee outside of Chautauqua County for more than four (4) hours during which time the employee would normally be eligible for a meal period, the maximum allowed for the time-appropriate meal will be as follows: Breakfast \$10.00; Lunch \$10.00; Dinner \$20.00. A receipt must be produced for reimbursement to be approved.

Section 7.03 Lodging

All claims for lodging shall be supported by receipts showing the amount, day, location, and name of the hotel or motel. In case of double occupancy, receipts should show the charges for the person claiming the reimbursement.

Section 7.04 Tips and Gratuities

No claims shall be made or allowed for any tip or gratuities except in those cases when a service charge is added to the bill submitted by a hotel or restaurant in which case reimbursement may be claimed if included in the receipt furnished to support the lodging or restaurant charge.

Section 7.05 Forms of Claim

- A. All claims for personal expenses shall regularly be on forms approved by the Finance Department. The Sheriff or his or her designee may require the use of a special form when approved by the Director of Finance. All such claims shall contain as a minimum the following information:
 - 1. Specific nature of County business when expense is incurred.
 - 2. Date, time, and place where expense is incurred.
 - 3. Point of departure and destination.
 - 4. An actual and necessary registration fee is allowed pursuant to Section 77-b of the General Municipal Law for the attendance at a convention or school conducted for the betterment of County government. A receipt for this expense when presented to the Finance Department should indicate if it covers anything more than actual registration fee or tuition.
- B. At calendar year end, all outstanding expenses as of December 31 for that year must be submitted for reimbursement and such claims must be received in the Department of Finance in Mayville, New York by the close of business on February 10 of the year following, or the previous business day in the event February 10 falls on a Saturday, Sunday or holiday.

Section 7.06 The County shall advance an employee monies to pay for travel expenses prior to the employee leaving on a County authorized business trip. The advance request must be approved by the Sheriff or his or her designee and submitted with a travel authorization certificate. The advance will be paid in accordance with regular Department of Finance expense payments schedule. The final itemized expense claim must be submitted within five (5) working days after return.

ARTICLE 8 - VACATION

Section 8.01 When an employee makes a written request for vacation time, the Sheriff or the Sheriff's designee shall respond in writing no later than ten (10) working days after the written request is received. If the Sheriff or the Sheriff's designee fails to respond within the time limit herein stated, the request shall be considered approved.

Section 8.02 The Sheriff or the Sheriff's designee shall notify every employee in the agency when the employee's vacation accumulation reaches twenty-eight (28) days.

Section 8.03 Each full-time employee shall receive vacation credits as follows:

One-half (1/2) day per payroll period through eight (8) years of service;

Three-quarters (3/4) of a day per payroll period over eight (8) to sixteen (16) years of service;

One (1) day per payroll period for over sixteen (16) years of service.

Such vacation credits shall become effective on the employee's anniversary date of completion of such respective service.

Section 8.04 Vacation leave for employees to accumulate to a maximum of thirty-four (34) days.

Section 8.05 Vacation Credits

- A. Regular vacation credits shall accrue from the beginning of full-time employment. An employee shall earn vacation credits each payroll period provided the employee receives at least nine (9) days of pay in the payroll period when assigned to work eight (8) hours per day for five (5) days per week, or receives pay for seven (7) days in a payroll period when assigned to work ten (10) hours per day for four (4) days a week.
- B. In the event of transfer to another department, vacation credits shall be used insofar as is practicable but any remaining credits shall be transferred with the employee. No vacation shall accumulate to an employee while he or she is absent without pay.
- C. Upon the filing of a formal resignation, or at the time of layoff, retirement, or the death of the employee, any unused vacation credits shall be paid for at the current salary to the employee or his or her designated beneficiary.

Section 8.06 An employee can elect in January of each year to sell back to the County accrued vacation time over sixteen (16) days, provided that the employee has used a minimum of ten (10) days of vacation during the preceding year.

ARTICLE 9 - SICK LEAVE

Section 9.01 Sick leave shall be earned by a full time regular employee at the rate of one-half (1/2) day per payroll period, provided that the employee receives nine (9) days of pay in the payroll period when assigned to work eight (8) hours per day for five (5) days per week, or receives pay for

seven (7) days in a payroll period when assigned to work ten (10) hours per day for four (4) days a week.

Section 9.02

- A. Sick leave may be accrued to an unlimited amount. Upon retirement, the retiree may use such sick leave up to a maximum of 180 days as a credit for health, vision and dental insurance. The employee may also use twenty-five percent (25%) of any accrued sick leave in excess of 180 days as a credit for health, vision and dental insurance.
- B. Employees accruing a good attendance bonus shall be eligible for a payment of \$115.00 during the calendar year 2005 and thereafter, upon submission of proof of eligibility as follows:
 - (1) Any employee who does not take any sick time or time off without pay for a three (3) month period (calendar quarter) will earn a "Good Attendance Bonus" at the appropriate rate as detailed in Section 9.02 (B).
 - (2) For the purpose of bonus eligibility:
 - a) Contribution of one day to the sick bank will not be counted as sick time used;
 - b) Time off without pay, either on unpaid leave of absence, suspension or taking time not covered by vacation, personal leave or compensatory time, will cause the employee to lose bonus for that calendar quarter;
 - c) Use of sick leave for extended bereavement pursuant to Section 11.05 shall not by itself disqualify an employee for a "good attendance bonus".
 - d) Time off to attend mandatory worker's compensation related physician's appointments or hearings shall not be counted against eligibility for a "good attendance bonus".
 - e) The first three (3) month period (calendar quarter) shall begin on January 1st of each calendar year.
- C. Sick Leave Bank
 - 1. Each employee shall contribute one (1) day per year to a sick leave bank, to be deducted from such accruals on January 31 of each year for his or her first three (3) years of employment. Further contributions of one (1) day from all employees in the plan to the bank will only be required when the sick bank balance falls below 300 hours.
 - 2. After individual sick leave and extended sick leave accruals have been exhausted and an employee has been sick or disabled for twenty (20) working days, the employee may request sick leave from the bank.
 - 3. The President of C.C.S.E.A. and the Director of Human Resources shall approve or disapprove all requests for the sick leave bank, pursuant to sick leave rules. If these parties disagree, it shall be submitted to the County Executive for a determination.
 - 4. If the request is approved, an employee may be granted sick leave for a maximum period equal to the amount of accumulated sick leave on the date of the beginning of the employee's illness or disability.

Section 9.03 Absence with full pay shall be granted to an employee under this provision for the following purposes:

- A. Absence by reason of illness, injury and physical or mental incapacity, or by reason of quarantine resulting from an order of medical authority: To limit of accumulated sick leave credit.
- B. Attendance upon a member of employee's immediate family by reason of illness or incapacity of such person: Six (6) days per year. The following are deemed to be members of immediate family: Spouse, Parents (including Step-parents), Children (including Step-children), Brothers, Sisters, Mother-in-law and Father-in-law. In the case

of a catastrophic illness or injury of one of the named family members, members may use additional time as follows: Members must use personal leave, compensatory time and vacation credits (in that order) until no more than ten days of such credits remain. Once ten or fewer of these credits remain, the employee may utilize sick leave.

Section 9.04 Extended Sick Leave

Leave by reason of the causes outlined in Section 9.03 (A) above shall be extended for a period equal to one-quarter (1/4) the amount of accumulated sick leave on the date of the beginning of an employee's illness. Such leave shall be at 100% of current pay. No additional sick leave or vacation credit will accrue during this period but hospitalization and increment time will continue. Certificates from two (2) medical doctors certifying that the employee is disabled from work on a temporary or permanent basis must accompany applications for this leave.

Section 9.05 If an employee finds it necessary to absent himself or herself from work by reason of any cause outlined above, he or she shall notify his or her immediate superior of his or her absence and the reason therefore within one (1) hour of the time he or she is expected to report for work or as soon as possible thereafter.

Section 9.06 A doctor's certificate must be furnished in all cases where more than five (5) consecutive days of sick leave are used, and for use of sick leave as allowed in Section 9.03 (B) where more than three (3) consecutive days of sick leave are used for a family members illness, and may be required for a lesser period of time, provided however that there shall not be a general rule requiring doctor's certificates for a lesser period of time than is required in this Section, but only in specific instances where the Sheriff deems it necessary.

Section 9.07 Compensation for job-related injuries shall be processed in accordance with the document entitled "Procedure for the Implementation of General Municipal Law, Section 207-c between the County of Chautauqua and the Chautauqua County Sheriff's Employees' Association" that was executed by the parties on October 27, November 3, and November 6, 2003.

Section 9.08 In the event of transfer to another department, sick leave credits shall be transferred with the employee.

ARTICLE 10 - HOLIDAYS

Section 10.01

- A. The following holidays in New York State will be observed in Chautauqua County in this department:
- | | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Election Day |
| Good Friday | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
- B. Part-time employees shall receive time and one-half their hourly rate for all hours worked on the above holidays.
- C. Seasonal Deputy Sheriffs assigned to the navigation patrol will be entitled to paid holidays for only those holidays that occur during the seasonal assignment. If such Seasonal Deputy Sheriff is required to work on a holiday, he or she shall receive pay for the time worked, plus a day's pay for the holiday. There is no option to accrue a vacation day in place of holiday pay.

Section 10.02 Every eligible employee shall receive twelve (12) paid holidays. Any employee may be required by the Sheriff to work on any holiday if it is necessary for the efficient operation of that unit of government. If an employee is required to work on a holiday, he or she shall receive pay for the time worked plus a day's pay for the holiday or he or she shall be granted an extra vacation day at his or her option. Time and one-half accrual may be applicable if overtime hours are recorded.

Section 10.03 When a holiday falls on a Sunday, it shall be celebrated on the following Monday. When a holiday falls on a Saturday, it shall be celebrated on the preceding Friday.

ARTICLE 11 - PERSONAL AND BEREAVEMENT LEAVE

Section 11.01 Two (2) days of personal leave shall be granted to each employee during each calendar year.

Section 11.02 Personal Leave

- A. Personal leave days shall not be cumulative and shall not be granted on a holiday. All unused Personal Leave at the end of 2005 and each calendar year thereafter shall be eligible for conversion at the employee's option as follows:
 - (1) Added to vacation accrual balance;
 - (2) Added to sick leave accrual balance;
 - (3) Paid at the regular wage rate.
- B. The personal leave conversion option in Section 11.02 shall be included in the established annual vacation sell-back process.

Section 11.03 A new employee shall be granted one (1) day of personal leave on his or her first day of work and if this is during the months of January through June, a second (2nd) day after six (6) months of service. Thereafter, they shall be granted in accordance with Section 11.01.

Section 11.04 Up to three (3) days bereavement leave per occurrence (at the time of death) shall be granted to each employee upon the death of a current spouse, parent, step-parent, child, step-child, current mother-in-law or father-in-law, brother, sister, current sister-in-law or brother-in-law, grandparent, and grandchild. In all cases, leave will be granted only upon the employee attending the funeral and/or memorial service.

Section 11.05 If requested, an employee may use up to two (2) days of sick leave for extended bereavement when needed upon the death of a current spouse, parent or child. Use of sick leave for extended bereavement pursuant to this Section shall not by itself disqualify an employee for a "good attendance bonus" as provided in Section 9.02 (B).

ARTICLE 12 - LEAVE OF ABSENCE

Section 12.01 Maternity

- A. The employee shall present the Sheriff with a physician's certificate no later than three (3) months prior to the expected date of delivery. An employee may continue to work for as long as approved by her physician, as presented in the certificate.
- B. Sick leave and extended sick leave as provided in Article 9 above may be used only if the employee is medically disabled from the performance of her duties as certified by her physician.
- C. If requested, leave without pay shall be granted by the Sheriff up to a total of three (3) months prior to the date of delivery and up to a total of nine (9) months after date of delivery. If requested, a nine (9) month leave without pay shall also be granted following

an adoption.

- D. The employee may return to work after the date of delivery as soon as approved by her physician, but in no case later than nine (9) months after date of delivery.

Section 12.02 Military leave shall be as provided by New York State Statute. The County shall grant military leave with pay, not to exceed thirty (30) actual days with pay in each calendar year, for periods of such military service for "ordered military duty" as defined in New York State Military Law.

Section 12.03 If requested, the Sheriff may grant leave of absence without pay for other purposes the Sheriff may feel to be just and proper for a period of time not to exceed fifteen (15) working days in a calendar year. Any excess leave shall require the approval of the Director of Human Resources, except the Sheriff may grant a leave without pay not to exceed three (3) months for medical reasons, without such approval.

Section 12.04 The Sheriff with the advance approval of the County Executive may grant a leave without pay to an employee of the County for a period not to exceed one (1) year for the purpose of enrolling in a recognized college or university to take a course that is allied to the duties of the employee. An employee on leave pursuant to this paragraph shall not earn sick leave, vacation or increment credits, nor shall he or she be entitled to hospitalization benefits. He or she will return to work at the same grade and step as when such leave started.

Section 12.05 A full-time employee with service in the County of two (2) or more years may be granted leave with a stipend, full or partial salary and/or expenses and tuition as authorized by Section 77-b of the General Municipal Law when approved by the Sheriff for the purpose of cooperation with the State or Federal government or other educational training or recruitment program. Such leave shall require the approval of the County Executive, pursuant to the Administrative Code. The two (2) years service requirement may be waived in the case of those positions requiring in-service training and education as is fixed by the State of New York. An employee on such leave will earn no sick leave, vacation credits, or increment credits if such leave is for more than four (4) months.

ARTICLE 13 - VOLUNTEER FIREFIGHTERS AND EMERGENCY RESCUE UNIT MEMBERS

Any County employee who is a member of a volunteer fire department shall be paid for his or her time spent on any emergency call during his regular shift under the following conditions: In the event a volunteer firefighter has reported to a fire or emergency call and is on call at the time he or she is ordinarily required to report for work, he or she may remain until discharged by his or her Chief. The Fire Chief shall supply a statement regarding the nature of the call and the amount of time that was required to work. This statement must be presented to the Sheriff in support of the employee's claim for time to be paid during his or her regular shift for such emergency. Absence for calls taking place during the period of one (1) hour prior to shift starting time is not compensable under this Section.

ARTICLE 14 - JURY DUTY AND COURT APPEARANCE

Section 14.01 Jury Duty. Regular County employees shall be entitled to their usual salary for the days they serve as a juror or are subpoenaed as a witness in any court. This shall also apply to those employees who work the second or third shift. As a condition to being paid their usual salary, they shall turn over to the Sheriff the fees earned as a juror, retaining the mileage allowance, if any.

Section 14.02 Court Appearance. In the event an employee is scheduled for a court appearance at a time other than the employee's regular shift the employee shall be paid for a minimum of four

(4) hours for said court appearance or for the actual time spent, whichever is greater. In no case will the court appearance call out payment overlap scheduled work pay.

ARTICLE 15 - RETIREMENT

Section 15.01 Employees shall be allowed to participate in Section 75-i, Section 60-B, and Section 89b/Subdivision M of the New York State Employees Retirement System, in accordance with State Laws for Tier 1 and Tier 2 employees. Employees joining the retirement system after July 27, 1976 and before September 1, 1983, shall participate in the Tier 3 retirement plan. Those who joined the system after September 1, 1983 shall participate in Tier 4, or subsequent plans as provided by State Law.

Section 15.02 Should a 20-year retirement plan for Corrections personnel and/or a 25-year retirement plan for Dispatchers become available, the County agrees to provide C.C.S.E.A. with cost estimates for such plans upon request.

Section 15.03 Effective March 31, 1998, Correction Officers shall be allowed to participate in Sections 89-p and 603-I Retirement Plan.

Section 15.04 Employees are strongly encouraged to contact the County Insurance Office for assistance on calculating their benefits and options outlined below at least thirty (30) days prior to their selected date of retirement. The Insurance Office will provide an explanation of the options, and calculate benefits under each option for the employee.

Section 15.05

(a) Sick Leave Benefit.

- (1) **Benefit.** Upon retirement, an employee may use sick leave accruals up to a maximum of one hundred eighty (180) days and may also use twenty-five percent (25%) of any accrued sick leave in excess of one hundred eighty (180) days as a credit for health, vision and dental insurance. Five (5) sick days (constituting the regular, full-time work week) shall entitle the retiree to a credit of one (1) month of insurance, with the employee paying premiums equivalent to the active employee payroll deduction for such insurance. Such sick leave may only be credited in five (5) day increments.
- (2) **Direct Retirement.** Only those employees who retire directly from County employment shall be eligible for this benefit.
- (3) **Notification.** Such employees shall notify the County Insurance Office of their enrollment selection for retirement at least thirty (30) days prior to any change in enrollment.
- (4) **Opt Outs.** Those County employees who opted out of the county health insurance plan are also eligible for this benefit upon retirement.
- (5) **Two Spouses Employed by County.** If a husband and wife are both employed by the County, each shall be entitled to such sick day credit upon retirement.

(b) Service Credit Benefit.

- (1) Any employee who retires with fifteen (15) or more years of employment with the County shall be credited one (1) month of health, vision and dental insurance for every full year of employment. Said employee shall continue to pay premiums equivalent to the active employee payroll deduction for such insurance. Said benefit shall be utilized only after all sick leave accruals are utilized as described in Section 15.05(a).

- (2) Direct Retirement. Only those employees who retire directly from County employment shall be eligible for this benefit.
- (3) Notification. Such employees shall notify the County Insurance Office of their enrollment selection for retirement at least thirty (30) days prior to any change in his or her enrollment.
- (4) Opt Outs. Those County employees who opted out of the county health insurance plan are also eligible for this benefit upon retirement.
- (5) Two Spouses Employed by County. If a husband and wife are both employed by the County, each shall be entitled to such retirement enhancement upon retirement.

Section 15.06 Options

- (a) Flattening the Employee Contribution. Upon retirement, if an employee is eligible for benefits under Section 15.05, and the employee has not selected benefits under Section 15.05(b), the employee may select an extended pay out of the County's post-retirement contribution to the premiums to flatten the employee's contribution from the time of retirement to the time that the employee is eligible for Medicare. Under this scenario, a ratio of the County's contribution towards the retiree's premium will be established at the time of retirement. This ratio will be set as the number of months of credit per Section 15.05(a)(1) and 15.05(b)(1) divided by the number of months from the time of retirement until Medicare eligibility. This ratio shall remain fixed until the retiree reaches Medicare eligibility. This ratio will be multiplied by the County contributions for an active employee each calendar year to determine the County's post-retirement contribution for that year. The employee will then pay the active employee premium, plus the remainder of the County's contribution after applying the formula above.
- (b) Cash Out. Upon retirement, an employee may choose to utilize the benefits as outlined in Section 15.05, the flattening option outlined in Section 15.06(a), or to permanently exit the County Plan and receive annual payments equal to their net benefits accrued under Section 15.05 until such benefits are exhausted. Such benefits shall be calculated based on premium rates at the time of retirement, and shall be paid out in annual installments based on the time period that the employee would receive Section 15.05 benefits. An employee may only receive these annual payments if the County Plan is relieved of all liability for that employee's medical, dental and vision services. Such net benefits shall be calculated as follows:
 - (1) the monthly full premium rate for the employee at the time of retirement based on the selection the employee made during the prior year's selection period as described in Section 16.05 of this Article;
 - (2) less the monthly active employee premium at the time of retirement;
 - (3) times the number of months that the retiree is entitled to continued coverage paying the same premiums as active employees.

Section 15.07 Piggybacking benefits. If two County employees are married, they may piggyback the benefits accrued under Section 15.05. Under this scenario, if one employee-spouse retires, and one remains an active employee, the active employee continues to pay the active employee premium, and the retired employee is covered by the active employee's enrollment. When the second employee-spouse retires, his or her Section 15.05 benefits are utilized. When those benefits are exhausted, the Section 15.05 benefits accrued by the employee-spouse that was first

to retire are utilized. When such employees retire simultaneously, one spouse shall use up his or her credit to garner health insurance benefits under this provision from the date of retirement. Such benefits for the second spouse shall commence when the benefits for the first spouse are exhausted or terminated. The premium for the second spouse shall be equivalent to the active employee payroll deduction for such insurance in effect on the date of commencement of the benefit for the second spouse.

Section 15.08 Premium Without Other Benefits. Upon retirement, an employee covered under this Agreement shall pay the full premium equal to the amount paid as an active employee plus the County's contribution for an active employee. If Section 15.05 benefits are available, the employee shall pay such full premium once those benefits are exhausted.

ARTICLE 16 - INSURANCE

Section 16.01 Health Insurance Provided. The County shall provide health insurance for each employee to cover the employee and any eligible dependents.

- A. Terms and conditions of health insurance benefits as provided in the Agreement covering January 1, 2004, through December 31, 2007, are continued for the period January 1, 2008, through January 31, 2008.
- B. Effective February 1, 2008, through December 31, 2008, the insurance shall be the Univera PPO Option H, \$20 co-payment Plan with a three tier Rx co-payment of \$10/\$25/\$40.
- C. Effective January 1, 2009, such health insurance shall be the Blue Cross/Blue Shield of Western New York Traditional Blue PPO Plan with riders and benefits as contained in Appendix B of this Agreement and incorporated herein.
- D. The County shall retain the right to provide health insurance benefits equal to or greater than provided by the Blue Cross/Blue Shield of Western New York Traditional Blue PPO Plan with riders with any other bonafide insurance carrier. Consent on benefits must be agreed to by C.C.S.E.A. Any change in health insurance carriers will be done in consultation with C.C.S.E.A.

Section 16.02 Dental Insurance. The County shall also provide dental insurance for each employee to cover the employee and any eligible dependents. Such plan shall be the coverage currently provided by Chautauqua County Self Insurance Plan, or a similar plan, as identified in Appendix C.

Section 16.03 Vision Insurance. The County shall also provide vision insurance for each employee to cover the employee and any eligible dependents. Such plan shall be the coverage currently provided by the Chautauqua County Self Insurance Plan, or a similar plan, but such coverage shall pay a maximum of \$200.00 per covered individual in any twenty-four (24) month period.

Section 16.04 Premiums. Effective February 1, 2008, and each year thereafter, employees shall contribute fifteen percent (15%) of the total premium cost for their selected plan. The increase in an employee's health insurance premium contribution shall not increase more than twelve percent (12%) from the previous year's premium contribution.

Section 16.05 Annual Selections. For the purpose of implementing the provisions above, employees shall exercise their choice of enrollment as a single enrollment, a two-member family enrollment, or a three-member or more family enrollment during the month of November of each year of this agreement with coverage effective the following January.

Section 16.06 Opting Out.

- (a) Procedure. If employees wish to opt out of the county sponsored health insurance plan, they may do so in the enrollment periods listed above. The County shall pay the employee \$1,000.00 to opt out of the County sponsored health care coverage by means of separate checks of \$500.00 each on the last pay date of June of the year covered by said opt out and the last pay date of December of the year covered by said opt out. The opting out privilege shall only be available when the employee provides evidence satisfactory to the County that the employee has health insurance provided by another insurance plan. The employee shall also deliver a waiver signed by the employee and the employee's spouse releasing the County of all responsibility and holding harmless the County and the Union from any consequence that may arise after an employee exercises this option.
- (b) Rejoining the county sponsored health insurance plan. The County agrees to permit employees to rejoin the county sponsored health insurance plan each January 1st. The employee must notify the County in writing in November of said decision to rejoin for his or her coverage to be effective the following January 1. If the employee wishes to rejoin a plan prior to the expiration of a year, the employee must show an unanticipated change in circumstances regarding his or her alternative coverage (non-voluntary loss of coverage) to be permitted to so rejoin by the rules of such plan. The waiver payment to be made the following June or December will be pro-rated accordingly based upon the amount of time the employee "opt out" election was in effect. Employees who resign or terminate employment prior to the end of the year shall receive a pro-rated portion of such waiver payment at the time of payment to other employees. An employee on probation may waive his or her insurance coverage at the time of eligibility and be paid on a pro-rated basis for the remainder of the calendar year pursuant to the payment schedules outlined above.
- (c) If fifteen (15) or more employees opt out of the health insurance benefit during the annual open enrollment period, the opt out payment shall increase to fifty percent (50%) of the full rate cost of single person enrollment for the following year. The increased portion of the opt out payment will not be paid if fewer than fifteen (15) open enrollment opt out members remain in opt-out status as of May 31st of each year.

Section 16.07 Insurance Review Committee.

- (a) Members. The County Insurance Review Committee ("Committee") shall continue to make recommendations on benefits, premiums, and other matters relating to the administration of the county health insurance plan(s) herein referred to as the "County Plan". Said Committee shall consist of eleven (11) voting members, including one (1) representative of C.C.S.E.A., one (1) of C.C.S.S.A., one (1) of D.S.A.C.C., two (2) of C.S.E.A., two (2) of the County Legislature, and four (4) representatives designated by the County Executive. All members of said Committee shall have access to all information and data available concerning the County Plan.
- (b) Actuarial report.
 - (1) Upon the request of either the County or C.C.S.E.A., and no later than March 31st of each year, the Committee shall retain a recognized licensed actuary to determine the financial condition of the County Plan. The actuary shall make recommendations as to actions that should be taken to ensure the continued financial soundness of the plan.

- (2) C.C.S.E.A.'s representative shall fully participate in the selection of the actuary, and shall fully participate in the development of assumptions and other criteria to be used by the actuary.
- (3) The actuary shall make recommendations to the Committee on cost containment measures that would limit or eliminate any projected cost increases in the County Plan, which may include, but not be limited to, changes in coverage, co-pays and deductibles.
- (4) The actuary's report shall be sent to the Committee no later than April 30th of the year that it is requested.
- (5) C.C.S.E.A. reserves the right to have another actuary review this data, at C.C.S.E.A.'s expense.
- (6) No later than May 31st of each year, the Committee shall provide C.C.S.E.A. and the County with its recommendations regarding any changes in the County Plan as estimated by the actuary.

Section 16.08 Family Security Benefit.

- (a) Insurance Benefits Upon Death of Employee. Upon the death of an employee, whether that employee is in active service, or on a paid or unpaid leave of absence, such health insurance coverage in force at the time of the employee's death shall continue for the employee's dependents. Such dependents shall not be required to pay any premium for health insurance coverage.
- (b) When Benefit Ceases.
 - (1) Such free coverage shall cease if the deceased employee's spouse remarries, or two (2) years from the date of the employee's death, whichever is earlier.
 - (2) If one dependent's eligibility for coverage ceases due to aging out or for other similar reasons, coverage shall terminate for the non-eligible dependent. Free coverage shall continue for any remaining eligible dependents until occurrence of one of the factors stated above.
- (c) Effect of Medicare Eligibility. If a dependent becomes eligible for Medicare Supplemental Part B coverage, such dependent must secure such coverage as primary insurance, and may continue free coverage under the County Plan to supplement the Medicare.
- (d) Extension of Benefits. When, under any circumstance, free coverage ceases, any dependent who is not eligible for insurance through his or her own employer or by other affordable means may continue County Plan coverage provided by the appropriate extension of benefits provision as detailed in the County Plan document.

Section 16.09 General Provisions.

- (a) The County will continue its educational efforts toward ensuring that employees and retirees make informed decisions in selecting health insurance coverage.
- (b) C.C.S.E.A. shall encourage its members to responsibly select the means in which they receive health benefits, including but not limited to actively participating in health care decisions with their primary care physicians to ensure the best medical care at the most reasonable cost, and encouraging their physicians to select generic and mail order prescriptions when feasible and practical to do so.

Section 16.10 Accident and Sickness Weekly Benefits.

- (a) If an employee is totally and continuously disabled from performing the duties of his or her job title due to an off-the-job injury, sickness or maternity, such employee will be paid \$25.00 per week for a maximum of thirteen weeks for any one period of disability.
- (b) Such benefits will begin on the first day of disability due to accident, and on the eighth day of disability due to sickness or maternity.

- (c) No such benefits will be payable if the employee is receiving Workers' Compensation benefits nor for any day that the employee has not provided proof that he or she is under the care of a physician and is totally disabled.
- (d) Successive periods of disability due to the same or related causes will be considered one period of disability unless they are separated by:
 - 1) a return to work on a full-time basis for a period of two (2) weeks or more; or
 - 2) a period of termination of the employee's health insurance.

ARTICLE 17 - EMPLOYEE RECALL AND EMERGENCY CALL

Section 17.01 When an employee is called to work on a scheduled day off, such employee will be paid for not less than two (2) hours work.

Section 17.02 When an employee is called to work on a scheduled work day before his or her regular shift or called back after his or her regular shift, such employee will be paid for not less than two (2) additional hours.

Section 17.03 A scheduled work shift shall not be curtailed because of early call-out, and any employee shall be entitled to work his or her full regular shift each day and each week regardless of extra time worked during such period.

Section 17.04 Schedule changes and assignments to shifts shall be noticed at least two (2) weeks prior to the effective date thereof and no unreasonable changes will be made during said two (2) week period.

Section 17.05 Any overtime work shall not of itself be cause for limiting the basic workweek of any employee.

Section 17.06 The work shift for Correction Officer shall be eight (8) hours, one half (½) hour of which shall be for a meal.

Section 17.07 When an employee is called to work a shift he or she is not scheduled to work, he or she shall be paid:

- A. From the time of the call if called after the shift begins and he or she reports within one (1) hour of the call; or
- B. From the beginning of the shift if called before the shift begins and he or she reports within one (1) hour of the call.

ARTICLE 18 - SENIORITY AND LAYOFF

Section 18.01 Seniority shall be defined as the length of continuous full-time permanent service within the following groupings within each title in the Sheriff's Office:

- Correction Officer; Recreation Specialist/Correction Officer; Senior Correction Officer;
- Emergency and Police Dispatcher; Senior Emergency and Police Dispatcher;
- Pilot;
- Cook.

Section 18.02 Seniority shall cease for any one of the following reasons:

- A. Resignation
- B. Discharge
- C. Retirement
- D. Layoff of more than one (1) year
- E. Failure to report to work within two (2) days of receiving a certified letter of recall, return

receipt requested.

Section 18.03 Continuous service shall include those periods when an employee is on the employer's payroll and those periods when an employee is:

- A. On leave of absence with or without pay when authorized;
- B. On layoff;
- C. Absent from and unable to perform the duties of his or her position by reason of disability resulting from an injury or illness not to exceed one (1) year;
- D. Suspension with or without pay.

Section 18.04 If two (2) or more employees are hired on the same date, their relative seniority shall be determined by lot. If their title is identical, a lot is to be drawn by the employer, duly witnessed by C.C.S.E.A. and recorded on the seniority list.

Section 18.05 All layoffs shall be made pursuant to the provisions of Civil Service Law and Rules.

Section 18.06 In divisions that do not rotate shifts, shift preference shall be determined by seniority. Once a determination has been made, further exercise of seniority for shift preference shall be limited to once per calendar year.

Section 18.07 Vacation time preference shall be determined based on the date the written request is received. Vacation requests submitted at the same time shall be granted based upon seniority, regardless of shift, it being understood that the appointing authority may make temporary changes in shift assignments to cover absences.

Section 18.08 Once each year, the employer shall provide C.C.S.E.A. with a current seniority list. If the seniority list is not challenged by C.C.S.E.A. within 30 days of receipt, it shall be considered accepted by C.C.S.E.A.

Section 18.09 If it is anticipated that an employee will be laid off for more than one (1) week, the Sheriff shall give thirty (30) days advanced written notice.

Section 18.10 Call back and scheduled overtime will be based on seniority within job classification or assignment as detailed in Section 18.01 above. The Corrections Division will rotate overtime based upon a "Seniority Wheel". All other divisions will use a "Seniority List" for overtime. Short-notice and emergency holdover overtime will continue to be offered first to on duty employees based on seniority as detailed in Section 18.01 above.

Section 18.11 Any "Seniority Wheel" or "Seniority List" questions shall be referred to the Labor-Management Committee for resolution.

Section 18.12 For the purposes of assigning call back and scheduled additional work time, part-time employees will rotate based upon a "Hire Date Wheel" within job classification. For the purposes of this section, part-time Correction Officers that have become temporary full-time pursuant to the terms of Section 2.03 shall continue to be included on the "Hire Date Wheel."

ARTICLE 19 - DEPARTMENTAL LABOR-MANAGEMENT COMMITTEES

Section 19.01 The composition of the Labor-Management Committee shall include the Sheriff and any supervisory personnel who may be involved in the matters to be brought before the committee at that particular meeting. C.C.S.E.A. shall be represented by the employees who have matters to be brought before the committee, and one employee appointed to the committee by the President of

C.C.S.E.A. These employees shall not suffer loss in pay while attending these meetings.

Section 19.02 The Labor-Management Committee shall be a problem-solving body rather than a group of antagonists negotiating or bargaining solutions. All parties shall work together in an informal way to reach solutions to the problems brought before the Labor-Management Committee.

Section 19.03 The Labor-Management Committee shall meet on a regular periodic basis, the time and frequency to be determined by the committee itself. When there are no matters to be brought before the committee, the meeting should be waived until there are matters to be considered.

Section 19.04 If the committee is unable to reach a solution to the problem, the complaint or matter shall be reduced to writing and presented to the Sheriff for his consideration as provided in Step 2 of the Grievance Procedure. From that point on, the Grievance Procedure shall be followed as provided in the employee contract.

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 20.01 Definition: A "grievance" is a complaint of one or a group of employees involving the interpretation, application, or enforcement of the expressed terms of the agreement, existing laws, rules, procedures, regulations, administrative orders, or work rules of the County; except such terms shall not include any matter which is otherwise reviewable pursuant to law or any rules or regulations having the force and effect of law.

Section 20.02 Procedure

- A. Step 1. Verbal. An aggrieved employee shall have the right to present to his or her immediate superior or supervisor orally within ten (10) working days of the alleged occurrence any grievance that falls within the scope of the definition set forth above. A grievance not presented within ten (10) working days of the alleged occurrence will be determined to be waived. An aggrieved employee may be accompanied and represented at all times by one (1) person of his or her choice. Working days shall be defined as Monday through Friday.
- B. Step 2. Written. If the grievance is not satisfactorily resolved in Step 1, the aggrieved employee may submit a written explanation on a Grievance Form of the grievance to the appointing authority within ten (10) working days of the alleged occurrence of the grievance. Within ten (10) working days following the receipt of the written explanation of the grievance, the appointing authority will reply in writing on the Grievance Form. If the appointing authority is unable to render a decision within the ten (10) day period, he or she shall indicate in writing his or her reasons for delay and date of expected completion. In no case shall a delay exceed twenty (20) working days. If the matter is satisfactorily resolved, the aggrieved employee and the appointing authority shall each sign the Grievance Form showing that the matter has been satisfactorily resolved.
- C. Step 3. Hearing. If the grievance is not satisfactorily resolved in Step 2, the aggrieved employee may sign the Grievance Form indicating his or her desire to proceed to Step 3. The Grievance Form shall be filed with the Director of Human Resources within not more than ten (10) working days after receiving the written reply in Step 2 of this Article. The Director of Human Resources, within ten (10) working days after the filing of the aforesaid grievance statement, shall hold a hearing on the matter at which time the appointing authority or his or her designee and the aggrieved employee and/or his or her representative, if any, shall both appear and present written and/or oral arguments. The Director of Human Resources shall, within ten (10) working days after the hearing, send a report that shall show his or her findings and recommendations to the County Executive. Within ten (10) working days after receipt of this report, the County Executive shall make his or her determination and send a copy to the Director of Human

Resources, the aggrieved employee, his or her representative, if any, and the appointing authority.

- D. Step 4. Arbitration. If the grievance is not satisfactorily resolved in Step 3, C.C.S.E.A. within ten (10) working days after receipt of the County Executive's determination may notify the Director of Human Resources in writing that they intend to submit the matter to binding arbitration. The rules of PERB shall prevail in selecting an arbitrator. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from, change, delete, or modify any term of this agreement. The cost of said arbitration shall be borne equally by the employer and C.C.S.E.A. not to include the salaries of the County or C.C.S.E.A. officials or representatives or other professional representation.

ARTICLE 21 - GENERAL PROVISIONS

Section 21.01 The County shall provide each new employee within thirty (30) days of beginning employment an orientation of County policies and benefits that shall be on County time and County expense.

Section 21.02 The County shall have a copy of this agreement furnished to each employee within one hundred twenty (120) days of execution of the Agreement by both parties.

Section 21.03 Notice of C.C.S.E.A. meetings and C.C.S.E.A. activities may be posted on bulletin boards within the Sheriff's Department offices and field locations.

Section 21.04 Damage Committee

- A. There shall be established a Damage Committee that shall hear evidence and make determinations on the liability of any employee(s) when County property is damaged.
- B. Such Damage Committee shall consist of three (3) members appointed by the Sheriff, and three (3) members appointed by the C.C.S.E.A. President. Such appointments shall be annual appointments.
- C. Such Damage Committee shall determine whether any employee(s) are liable to pay for damages to County property, up to the County's insurance deductible, not to exceed \$1,000.00.
- D. All incidents involving damage to County property shall be referred to the Damage Committee for determination on liability within thirty (30) days of the incident that resulted in damages, unless the Sheriff and the C.C.S.E.A. President mutually agree not to refer any specific incident to the Committee.
- E. Such Committee's determination must be made by majority vote.
- F. The decision of the Committee shall be final in regards to monetary liability for damages, but does not preclude the Sheriff from seeking discipline on the employee(s) involved in any incident that results in damage to County property.
- G. Upon receipt of a written determination by the Damage Committee that an employee is liable for damages to County property, the employee must make payment to the Sheriff in the amount of damages as determined by the Committee. Such payment may be made in installments, with the first payment made within thirty (30) days of receipt of the Committee's determination. However, the total amount of liability must be paid within twelve (12) months of the Committee's determination.

Section 21.05 The County will pay each employee for mandated physicals and x-rays not on County time, except such pay shall be limited to two (2) hours of straight time for each occasion.

Section 21.06 Eyeglasses and tools destroyed, damaged or stolen during the performance of an employee's duties through no negligence of the employee will be replaced at County expense.

Section 21.07 When any item concerning work performance, employee evaluation or discipline is placed in an employee's personnel folder, the employee shall be offered the opportunity to sign and offer a written rebuttal to the item and shall be provided with a copy. Such signature only acknowledges receipt. If the employee refuses to sign, a copy shall be sent to the C.C.S.E.A. Local President so indicated.

Section 21.08 Memorandum of Understanding #1 dated June 23, 1988 is incorporated in this Agreement as follows:

Memorandum of Understanding #1 - **Position Refill Agreement.** "It is understood by both above entitled parties that any vacant, fulltime, permanent, competitive positions shall be filled from the official Civil Service Eligible List on file in the Chautauqua County Department of Personnel, and in compliance with the Chautauqua County Rules for Classified Service and the laws of the State of New York. No such vacant, fulltime, permanent, competitive position shall at any time be staffed by part-time or seasonal personnel except in the case of unexpected or unanticipated emergency, or by mutual agreement between the Association and the Sheriff."

Section 21.09 The County will keep C.C.S.E.A. informed of legislative resolutions and administrative actions regarding regional organization plans that may have an impact on C.C.S.E.A. and invite the Union to participate in such discussions.

Section 21.10 The County will provide a voluntary program for Hepatitis B and C testing and shots if not covered by the employee's insurance.

Section 21.11 Employees are eligible to receive a physical fitness bonus of \$500.00 annually upon annual successful completion of the Pre-employment Physical Agility Test Battery used for the Chautauqua County Sheriff's Academy, a copy of the test battery is attached to and made a part of this agreement as Appendix D. The test battery will be offered from January 1 through June 30 each year, with the Sheriff's Training Director coordinating the scheduling of the test battery. Each employee shall have one opportunity during this first half of the year to take the test battery, but such tests must be taken during the employee's non-work time. Those who successfully complete the test battery will receive such payment either August 1 or in the first pay period of August of the year of such successful completion.

Section 21.12 Position Refills. If it is necessary to fill a position in the bargaining unit on a permanent basis, it must be filled by a bargaining unit member. Nothing contained in this Section is intended to require the Sheriff to hire part-time bargaining unit members to fill full-time positions. Nothing contained in this section shall preclude management from making temporary assignments on an emergency basis with notice to the union president, or making other temporary assignments or accommodations as agreed to by CCSEA and the Sheriff.

Section 21.13 Shift Switch for Correction Officers. Correction Officers shall be permitted to exchange scheduled work shifts to include shifts with different starting times and different calendar days in accordance with procedures agreed to in Chautauqua County Sheriff's Order # 2005-114 dated November 2, 2005.

Section 21.14 Discipline. When a disciplinary action is commenced under Section 75 of the Civil Service Law, the hearing officer shall be an attorney admitted to the bar in New York State who is not employed by the County of Chautauqua.

ARTICLE 22 - SAVINGS CLAUSE

IF ANY PROVISION OF THIS AGREEMENT IS IN CONFLICT WITH A FEDERAL OR STATE LAW OR IS DECLARED INOPERATIVE BY A COURT OF COMPETENT JURISDICTION, THEN THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE. IT IS FURTHER AGREED TO MEET WITHIN 90 DAYS TO RENEGOTIATE SAID NEGATED CLAUSE.

ARTICLE 23 - LEGISLATIVE ACTION

It is agreed by and between the parties that any provisions of this agreement requiring Legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate Legislative body has given approval.

ARTICLE 24 - DURATION

Unless otherwise specified, the provisions of this Agreement shall become effective January 1, 2008, and shall expire December 31, 2011, but shall remain in effect until the parties reach a subsequent Agreement.

FOR CHAUTAUQUA COUNTY:


GREGORY J. EDWARDS
County Executive

Date

9/14/09


JOSEPH PORPIGLIA
Director of Human Resources

Date

14 September 2009


JOSEPH GERACE
Sheriff

Date


9-14-09

FOR C.C.S.E.A:


FRANK FULLER
President

Date

9/14/09


LORI A. BERGGREN
Secretary

Date

9/11/09

Appendix A

2008 CCSEA SALARY SCHEDULE 2.5% increase over 2007 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
8	13.74	14.40	14.94	15.51	16.01	16.70	17.31	17.84	18.29
9	14.25	14.94	15.51	16.01	16.70	17.31	18.01	18.54	19.01
10	14.72	15.51	16.01	16.70	17.31	17.96	18.72	19.28	19.75
11	15.22	16.01	16.70	17.31	17.96	18.71	19.43	20.00	20.53
12	15.89	16.70	17.31	17.96	18.71	19.40	20.16	20.76	21.28
13	16.45	17.31	17.96	18.71	19.40	20.21	21.02	21.63	22.18
14	17.03	17.96	18.71	19.40	20.21	21.04	21.89	22.54	23.11
15	17.79	18.71	19.40	20.21	21.04	21.95	22.85	23.51	24.10
16	18.43	19.40	20.21	21.04	21.95	22.74	23.68	24.38	24.98
17	19.24	20.21	21.04	21.95	22.74	23.76	24.72	25.45	26.09
18	20.01	21.04	21.95	22.74	23.76	24.72	25.72	26.50	27.16
19	20.84	21.95	22.74	23.76	24.72	25.72	26.79	27.60	28.29

2009 CCSEA SALARY SCHEDULE 3% increase over 2008 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
8	14.15	14.83	15.39	15.98	16.49	17.20	17.83	18.38	18.84
9	14.68	15.39	15.98	16.49	17.20	17.83	18.55	19.10	19.58
10	15.16	15.98	16.49	17.20	17.83	18.50	19.28	19.86	20.34
11	15.68	16.49	17.20	17.83	18.50	19.27	20.01	20.60	21.15
12	16.37	17.20	17.83	18.50	19.27	19.98	20.76	21.38	21.92
13	16.94	17.83	18.50	19.27	19.98	20.82	21.65	22.28	22.85
14	17.54	18.50	19.27	19.98	20.82	21.67	22.55	23.22	23.80
15	18.32	19.27	19.98	20.82	21.67	22.61	23.54	24.22	24.82
16	18.98	19.98	20.82	21.67	22.61	23.42	24.39	25.11	25.73
17	19.82	20.82	21.67	22.61	23.42	24.47	25.46	26.21	26.87
18	20.61	21.67	22.61	23.42	24.47	25.46	26.49	27.30	27.97
19	21.47	22.61	23.42	24.47	25.46	26.49	27.59	28.43	29.14

2010 CCSEA SALARY SCHEDULE 3% increase over 2009 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
8	14.57	15.27	15.85	16.46	16.98	17.72	18.36	18.93	19.41
9	15.12	15.85	16.46	16.98	17.72	18.36	19.11	19.67	20.17
10	15.61	16.46	16.98	17.72	18.36	19.06	19.86	20.46	20.95
11	16.15	16.98	17.72	18.36	19.06	19.85	20.61	21.22	21.78
12	16.86	17.72	18.36	19.06	19.85	20.58	21.38	22.02	22.58
13	17.45	18.36	19.06	19.85	20.58	21.44	22.30	22.95	23.54
14	18.07	19.06	19.85	20.58	21.44	22.32	23.23	23.92	24.51
15	18.87	19.85	20.58	21.44	22.32	23.29	24.25	24.95	25.56
16	19.55	20.58	21.44	22.32	23.29	24.12	25.12	25.86	26.50
17	20.41	21.44	22.32	23.29	24.12	25.20	26.22	27.00	27.68
18	21.23	22.32	23.29	24.12	25.20	26.22	27.28	28.12	28.81
19	22.11	23.29	24.12	25.20	26.22	27.28	28.42	29.28	30.01

2011 CCSEA SALARY SCHEDULE 3% increase over 2010 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
8	15.01	15.73	16.33	16.95	17.49	18.25	18.91	19.50	19.99
9	15.57	16.33	16.95	17.49	18.25	18.91	19.68	20.26	20.78
10	16.08	16.95	17.49	18.25	18.91	19.63	20.46	21.07	21.58
11	16.63	17.49	18.25	18.91	19.63	20.45	21.23	21.86	22.43
12	17.37	18.25	18.91	19.63	20.45	21.20	22.02	22.68	23.26
13	17.97	18.91	19.63	20.45	21.20	22.08	22.97	23.64	24.25
14	18.61	19.63	20.45	21.20	22.08	22.99	23.93	24.64	25.25
15	19.44	20.45	21.20	22.08	22.99	23.99	24.98	25.70	26.33
16	20.14	21.20	22.08	22.99	23.99	24.84	25.87	26.64	27.30
17	21.02	22.08	22.99	23.99	24.84	25.96	27.01	27.81	28.51
18	21.87	22.99	23.99	24.84	25.96	27.01	28.10	28.96	29.67
19	22.77	23.99	24.84	25.96	27.01	28.10	29.27	30.16	30.91

APPENDIX B

**Blue Cross Blue Shield County PPO
\$15 Co-Pay - Rx \$5/\$25/\$35**

	Blue Cross/Blue Shield PPO \$15 Copay Option (\$20 Copay Effective 1/1/2011 www.bcbs.wny.com	
	In Network	Out of Network
Benefit Type	Benefit Description	
WHO IS COVERED		
Type of tier: Single, family Subscriber and spouse, subscriber and child	3-tier	3-tier
Dependant coverage Age to which dependents are covered: Age to which students are covered:	23rd birthday 23rd birthday	
Domestic Partner: Rider	Not Covered	
COST SHARING EXPENSES		
Deductible		
Individual	None	\$200
2 person	None	
Family	None	\$400
Deductible Carry-Over?	No	No
Copayment	\$15	None
Coinsurance	None	20%
Annual Out-of-Pocket Maximum (includes deductible, excludes copayment)	Includes deductible and coinsurance. No copay and excludes prescription drugs	
Individual	None	\$2,500
2 person	None	
Family	None	\$5,000
Lifetime Benefit Maximum	None	None
HOSPITAL INPATIENT SERVICES		
Inpatient Hospital Services Inpt. Adm. For mastectomy must be covered for as long as attending physician deems medically necessary.	Covered in Full	Ded/Coins
Acute Mental Health Care (30 days per calendar year)	Covered in Full	Ded/Coins
Residential Treatment Detoxification (7 days per calendar year)	Not Covered	Not Covered
Skilled Nursing Facility	Covered in Full (120 days)	Ded/Coins (120 days)
Physical Rehabilitation 60 days per calendar year	Covered in Full	Ded/Coins
Chemical Dependence and Abuse Rehabilitation 30 days per calendar year No limit on lifetime admissions	Covered in Full 30 days per calendar year;	Ded/Coins
Maternity Care Mandated 48 hours regular delivery, 96 for C-Section.	Covered in Full	Ded/Coins
Maternity Care Routine Newborn Nursery	Covered in Full	Ded/Coins
Internal Prosthetics	Covered in Full	Ded/Coins
HOSPITAL OUTPATIENT SERVICES		
Surgical Care incl. Surgicenters/Freestanding	\$15 copay	Ded/Coins
Pre-admission/Pre-Operative Testing Mandated benefit: same as inpatient. i.e. if ded/co applies to inpatient, it can apply to pre-adm/op	Covered in Full	Ded/Coins
Diagnostic Imaging, X-ray, CAT, MRI	Covered in Full	Ded/Coins
Diagnostic Laboratory and Pathology	Covered in Full	Ded/Coins
Radiation Therapy and Chemotherapy	Covered in Full	Ded/Coins
Hemodialysis	Covered in Full	Ded/Coins
Routine Mammogram Unless Med Nec - 1 Baseline Age 35-39 One Each Calendar Year Age 40+ Age In & OON	Covered in Full	Ded/Coins
Cervical Cytology Pap Smear, does not include exam Mandated benefit	Covered in Full	Ded/Coins
Mental Health Care 20 visits combined with Professional	Other visits: 1-20 \$15 copay	Ded/Coins

APPENDIX B

Chemical Dependency Mandated 60 visits	\$15 Copay	Ded/Coins
Covered Therapies Includes aggregate of 45 visits per calendar year of Physical Speech, Occupational and Respiration	\$15 Copay	Ded/Coins
HOME CARE 200 Visits In and Out Per Member Per Plan Year	Covered in Full	Ded/Coins
HOSPICE CARE Mandated includes 5 bereavement counseling visits	Covered in Full	Ded/Coins
PHYSICIAN SERVICES		
Inpatient Hospital Surgery Includes elective sterilization	Covered in Full	Ded/Coins
Outpatient Hospital and Ambulatory Surgery	\$15 Copay	Ded/Coins
Office Surgery	\$15 Copay	Ded/Coins
Covered Therapies Includes aggregate of 45 visits per calendar year of Physical, Speech, Occupational and Respiratory	\$15 Copay	Ded/Coins
Anesthesia	Covered in Full	Ded/Coins
Additional Surgical Opinion Mandated; same as inpatient surgery	Covered in Full	Ded/Coins
Second Medical Opinion Mandated for cancer; cover same as office call	\$15 Copay	Ded/Coins
Normal Pregnancy Includes prenatal and postpartum care	Covered in Full	Ded/Coins
Prenatal and Postpartum Care	\$15 Copay for 1st visit then Covered in Full	Ded/Coins
Complications of Pregnancy and Termination	Covered in Full	Ded/Coins
Delivery Anesthesia	Covered in Full	Ded/Coins
In-Hospital Physician Visit IHM for mastectomy must be covered for as long as attending physician deems medically necessary	Covered in Full	Ded/Coins
PHYSICIAN'S OFFICE - PREVENTATIVE SERVICES		
Routine Physical Examinations	\$15 Copay	Not Covered
Well Child Visits and Immunizations Mandated visits/immunizations full coverage	Covered in Full	Ded/Coins
Adult Immunizations	\$15 Copay	Ded/Coins
PHYSICIANS OFFICE - OTHER SERVICES		
Diagnostic Laboratory and Pathology	Covered in Full	Ded/Coins
Eye Exams Routine	\$15 Copay	Not Covered
Eye Exams - Diagnostic	\$15 Copay	Ded/Coins
Eyewear	Discounts Available	Not Covered
Hearing Evaluations Routine	\$15 Copay	Not Covered
Hearing Evaluations Diagnostics	\$15 Copay	Ded/Coins
Diagnostic Office Visits	\$15 Copay	Ded/Coins
Office Consultations	\$15 Copay	Ded/Coins
Diagnostic Imaging Services: X-ray, CAT, MRI etc.	Covered in Full	Ded/Coins
Radiation Therapy and Chemotherapy	Covered in Full	Ded/Coins
Hemodialysis	Covered in Full	Ded/Coins
Routine Mammogram Unless Med Nec - 1 Baseline Age 35-39 One Each Calendar Year Age 40+	Covered in Full	Ded/Coins
Routine GYN Visits Which Includes Pap Smear	\$15 Copay	Ded/Coins
Diagnostic GYN Visits	\$15 Copay	Ded/Coins
Prostate Cancer Screenings Mandated if office calls covered; coverage must be equal to or better than office calls	\$15 Copay	Ded/Coins
Allergy Testing	Covered in Full	Ded/Coins
Allergy Treatment (includes injections)	Covered in Full	Ded/Coins
Mental Health Care (20 visits combined with Facility)	1-20 at \$15 copay	Ded/Coins
Chiropractic Care Mandated if office calls covered; coverage must be equal to or better than office calls	Acute care covered at \$15 copay. Self-Funded Plan	
Inpatient Consultations	Covered in Full	Ded/Coins
Infertility Care Mandated if inpatient hospital, medical/surgery covered	Covered same as similar services under benefit plan i.e. labs see Diagnostic Laboratory and Pathology benefit, office visit see Diagnostic	
Bone Density Testing Mandated if x-ray covered; coverage must be equal to office visit or x-ray benefit, whichever is better	Covered in Full	Ded/Coins

APPENDIX B

ADDITIONAL BENEFITS		
Treatment of Diabetes (Insulin and Supplies) Mandated if physician office call covered. Must be covered equal to or better than office call for a 30 day supply.	\$15 Copay	Ded/Coins
Diabetic Education Mandated if physician office call covered. Must be covered equal to or better than office call.	\$15 Copay	Ded/Coins
Diabetic Equipment Mandated if physician office call covered. Must be covered equal to or better than office call.	\$15 Copay	Ded/Coins
Durable Medical Equipment (DME)	Covered in Full Includes medical supplies and durable medical equipment	Ded/Coins Includes medical supplies and durable medical equipment
External Prosthetics/Orthotics	20% Coins includes medical supplies and durable medical equipment	Ded/Coins includes medical supplies and durable medical equipment
Ambulance Services (incl. Ground and Air)	\$35 Copay	\$35 Copay
Prehospital Emergency Services/Transportation Mandated coverage must be equal to or better than emergency benefit	\$35 Copay	\$35 Copay
Acupuncture	Not Covered	Not Covered
Hearing Aids	Not Covered	Not Covered
Foot Orthotics	Same as External	Same as External
Oral Surgery	Not Covered	Not Covered
Prescription Drugs \$0 Copay for Generic Oral Contraceptives	\$5/\$25/\$35 Mail order 1 copay for 90 days.	Not Covered

EMERGENCY SERVICES		
Emergency Condition Mandated. Coverage on par with inpatient, O/N benefit for Emergency Condition must be same covered same as I/N		
Facility - Emergency Room	\$50 Copay	\$50 Copay
Freestanding Urgent Care Center	\$25 Copay	\$25 Copay
Physician's Hospital Emergency Room Visit	Covered in Full	Covered in Full

Pre-Existing Apply?		
Standard non-waiver applies to groups with 50 or less members, waiting period is 12 months.	No - waived	No - waived

EXCLUSIONS: The following are common exclusions that will apply. Indicate if coverage should be provided and the applicable deductible/copayment/coinsurance.
<p>Acupuncture</p> <p>Blood Products</p> <p>Certification Examinations</p> <p>Cosmetic Services</p> <p>Custodial Care</p> <p>Dental (non-accidental services)</p> <p>Development Delay</p> <p>Experimental and Investigational Services</p> <p>Free Care</p> <p>Hypnosis/Biofeedback</p> <p>Military Service-Connected Conditions</p> <p>No-Fault Automobile Insurance</p> <p>Nutritional Therapy</p> <p>Private Duty Nursing</p> <p>Reproductive Procedures</p> <p>Reversal of elective sterilization</p> <p>Routine Care of the Feet</p> <p>Self-Help Diagnosis, Training and Treatment</p> <p>Smoking Cessation Programs</p> <p>Transsexual Surgery and Related Services</p> <p>Weight Loss Services</p>

Note: This benefit grid provides a summary of benefits only and does not, nor is it intended to, replace the legal contract.

*Payments for all out-of-network benefits are based on participating provider allowances. Any difference between the allowance and the out-of-network provider's actual charge is the responsibility of the member, in addition to any applicable deductible, copayment or coinsurance amounts.

APPENDIX C

Chautauqua County CCSEA Employees Dental Plan *2009 - 2011*

NOVA Healthcare Administrators, Inc. (NOVA) would like to take the opportunity to explain the Dental Plan offered to you by Chautauqua County. Please take a few moments to review this information; we are sure it will prove to be beneficial.

A schedule of the dental benefits is also attached for your reference. Should you need further assistance in understanding the plan please contact NOVA.

This handout is not the Summary Plan Description. It is intended to highlight the benefit plan provided by Chautauqua County.

You have access to a large number of participating providers through the NOVA Dentalcare Network. Should you choose to utilize a participating provider in the NOVA Dentalcare Preferred Provider Network (PPO) you will take advantage of immediate savings and less paperwork. Providers are contractually limited to accepting the PPO discounted allowance and cannot balance bill the patient for fees above the contracted fee.

You are free to choose a provider not participating in the NOVA Dentalcare Network for your care. Keep in mind, non-participating providers can charge you more than the PPO discounted allowance and you will need to complete a paper claim form. Non-participating providers can balance bill you the difference between the plan allowance and their charges.

To find out if your provider participates with the NOVA Dentalcare Network, you can visit NOVA's Web Site at:

www.novahealthcare.com

or call NOVA's Member / Provider Services Department at:

(716) 773-2122 or (800) 999-5703

If the amount of care to be rendered to any one patient will exceed \$300.00, the dentist must submit the claim to NOVA Healthcare Administrators, Inc. for a pre-determination of benefits before completing the treatment.

You will also be receiving an Identification Card from NOVA that will indicate information providers need to submit claims. It is very important that you keep the card handy and show your ID Card to all Dental providers.

NOTE: Impacted teeth are covered under this Dental Plan; however, the procedure comes under the \$1,000 per year per person limitation for treatment other than orthodontia, and then the supplemental benefit.

APPENDIX C

Chautauqua County CCSEA Employees Dental Plan 2009 - 2011

Dental Expense Descriptions	Benefit		
Calendar Year Deductible	Class I Preventive & Diagnostic None	Class II and Class III Basic Restorative and Major Restorative \$50.00 Individual / \$150.00 Family	Class IV *Orthodontia None
Maximum Benefits	\$1,000.00 Per person, per calendar year for Class I, II, and III Services		\$1,000 Lifetime Maximum
Pre-Determination of Benefits	Whenever the estimated cost of a recommended dental service exceeds \$300, it is recommended the dental service be submitted to NOVA for review before treatment begins. We will notify you and the provider of the benefits payable based upon the dental service. If you and the provider agree to a more costly method of treatment than that determined by NOVA, the excess amount will not be paid by the plan. The pre-determination of benefits is valid only in the calendar year in which it was submitted.		
In-Network Percentage Payable		Out-of-Network Percentage Payable	
Class I Preventative & Diagnostic	100 % of PPO Allowance	100% of Reasonable and Customary Allowance	
Class II Basic Restorative	80% of PPO Allowance after deductible	80% of Reasonable and Customary Allowance after deductible	
Class III Major Restorative & Prosthodontics	100 % of the attached fee schedule	100% of the attached fee schedule	
* Class IV Orthodontics	50% of PPO Allowance	50% of Reasonable and Customary Allowance	

* Orthodontics is a benefit for dependent children to age 19 and has a separate lifetime maximum of \$1,000.00 per eligible patient.

Supplemental Coverage Effective 2/1/09	Benefit	
Annual Allowance	\$500 If benefit is covered under the standard dental benefit, the charge shall first be applied to the \$1,000 allowance with any remaining balance applied to the additional \$500 allowance.	
Covered Services	<ul style="list-style-type: none"> • Reduction of dislocation and excision of tempomandibular joints (TMJ) • Oral surgeries, including but not limited to: <ul style="list-style-type: none"> — Impacted teeth — Partially impacted teeth — Bony extractions — Osseous surgery 	
In-Network Percentage Payable		Out-of-Network Percentage Payable
80 % of PPO Allowance		80% of Reasonable and Customary allowance after dental deductible

APPENDIX C

Chautauqua County CCSEA Employees Dental Plan 2009 - 2011

ADA Procedure Code	Schedule	Fee Schedule Effective 2/1/2009	Fee Schedule Effective 1/1/2010	Fee Schedule Effective 1/1/2011
Major Restorative		Maximum		
D2510	Inlay - Metallic - One Surface	\$ 117	\$ 117	\$ 117
D2520	Inlay - Metallic - Two Surfaces	\$ 162	\$ 162	\$ 162
D2530	Inlay - Metallic - Three Surfaces	\$ 207	\$ 207	\$ 207
D2540	Inlay / Onlay - Metallic	\$ 92	\$ 92	\$ 92
D2710	Crown - Resin	\$ 123	\$ 123	\$ 123
D2740	Crown - Porcelain	\$ 177	\$ 227	\$ 227
D2750	Crown - Porcelain / High Noble	\$ 342	\$ 342	\$ 342
D2751	Crown - Porcelain / Predominantly Base	\$ 228	\$ 228	\$ 240
D2752	Crown - Porcelain / Noble	\$ 328	\$ 328	\$ 328
D2790	Crown - Full Cast High Noble	\$ 192	\$ 192	\$ 204
D2791	Crown - Full Cast Predominantly Base	\$ 177	\$ 177	\$ 177
D2792	Crown - Full Cast Noble	\$ 180	\$ 180	\$ 180
D2810	Crown - 3/4 Cast Metallic	\$ 180	\$ 180	\$ 180
D2910	Inlay - Recement	\$ 21	\$ 21	\$ 21
D2920	Crown - Recement	\$ 21	\$ 46	\$ 46
D2930	Crown - Stainless Steel - Primary	\$ 45	\$ 45	\$ 45
D2931	Crown - Stainless Steel - Permanent	\$ 45	\$ 45	\$ 57
D2932	Crown - Prefabricated Resin	\$ 42	\$ 42	\$ 47
D2933	Crown - Stainless Steel with Resin Window	\$ 42	\$ 42	\$ 42
D2952	Cast Post and Core in Addition to Crown	\$ 78	\$ 78	\$ 78
D2954	Prefabricated Post and Core in Addition to Crown	\$ 119	\$ 119	\$ 119
D2970	Crown - Temporary for a Fractured Tooth	\$ 42	\$ 42	\$ 42
D2980	Crown Repair	\$ 53	\$ 53	\$ 53
Prosthodontic		Maximum		
D5110	Complete Denture - Upper	\$ 197	\$ 197	\$ 209
D5120	Complete Denture - Lower	\$ 197	\$ 197	\$ 197
D5130	Immediate Denture - Upper	\$ 130	\$ 130	\$ 142
D5140	Immediate Denture - Lower	\$ 130	\$ 130	\$ 130
D5211	Partial Denture - Upper - Resin with Clasps	\$ 128	\$ 128	\$ 128
D5212	Partial Denture - Lower - Resin with Clasps	\$ 132	\$ 132	\$ 132
D5213	Partial Denture - Upper - Metal with Clasps	\$ 133	\$ 133	\$ 145
D5214	Partial Denture - Lower - Metal with Clasps	\$ 228	\$ 228	\$ 240
D5281	Partial Denture - Unilateral - Metal with Clasps	\$ 234	\$ 234	\$ 234
D5410	Adjust Complete Denture - Upper	\$ 28	\$ 28	\$ 28
D5411	Adjust Complete Denture - Lower	\$ 6	\$ 6	\$ 6
D5421	Adjust Partial Denture - Upper	\$ 6	\$ 6	\$ 6
D5422	Adjust Partial Denture - Lower	\$ 6	\$ 6	\$ 6
D5510	Repair Broken Complete Denture Base	\$ 28	\$ 28	\$ 28
D5520	Replace Missing or Broken Tooth on a Complete Denture	\$ 22	\$ 22	\$ 34
D5610	Repair Resin Saddle or Base	\$ 23	\$ 23	\$ 23

APPENDIX C

Chautauqua County CCSEA Employees Dental Plan 2009 - 2011

ADA Procedure Code	Schedule	Fee Schedule Effective 2/1/2009	Fee Schedule Effective 1/1/2010	Fee Schedule Effective 1/1/2011
D5620	Repair Cast Framework	\$ 36	\$ 36	\$ 36
D5630	Repair or Replace Broken Clasps	\$ 22	\$ 22	\$ 22
D5640	Replace Broken Tooth	\$ 28	\$ 28	\$ 28
D5650	Add Tooth to Existing Partial Denture	\$ 23	\$ 23	\$ 23
D5660	Add Clasp to Existing Partial Denture	\$ 22	\$ 22	\$ 22
D5730	Reline Complete Denture / Chairside - Upper	\$ 46	\$ 46	\$ 46
D5731	Reline Complete Denture / Chairside - Lower	\$ 38	\$ 38	\$ 38
D5740	Reline Partial Denture / Chairside - Upper	\$ 28	\$ 28	\$ 28
D5741	Reline Partial Denture / Chairside - Lower	\$ 28	\$ 28	\$ 28
D5750	Reline Complete Denture / Laboratory - Upper	\$ 66	\$ 66	\$ 78
D5751	Reline Complete Denture / Laboratory - Lower	\$ 66	\$ 66	\$ 66
D5760	Reline Partial Denture / Laboratory - Upper	\$ 43	\$ 43	\$ 43
D5761	Reline Partial Denture / Laboratory - Lower	\$ 43	\$ 43	\$ 43
D5850	Tissue Conditioning - Upper Denture	\$ 22	\$ 22	\$ 22
D5851	Tissue Conditioning - Lower Denture	\$ 23	\$ 23	\$ 23
D6210	Pontic - Cast High Noble	\$ 126	\$ 126	\$ 126
D6211	Pontic - Case Predominantly Base	\$ 112	\$ 112	\$ 112
D6240	Pontic - Porcelain / High Noble	\$ 161	\$ 161	\$ 173
D6241	Pontic - Porcelain / Predominantly Base	\$ 150	\$ 150	\$ 150
D6242	Pontic - Porcelain / Noble	\$ 155	\$ 155	\$ 155
D6245	Pontic - Porcelain	\$ 108	\$ 108	\$ 108
D6520	Abutment Inlay - Metallic - Two Surfaces	\$ 142	\$ 142	\$ 142
D6530	Abutment Inlay - Metallic - Three or More Surfaces	\$ 92	\$ 92	\$ 92
D6540	Abutment Inlay / Onlay - Metallic	\$ 121	\$ 121	\$ 121
D6545	Retainer - Cast Metal for Acid Etch Bridge	\$ 22	\$ 22	\$ 22
D6547	Retainer - Ceramic Substrate for Acid Etch Bridge	\$ 86	\$ 86	\$ 86
D6750	Abutment Crown - Porcelain / High Noble	\$ 161	\$ 211	\$ 211
D6751	Abutment Crown - Porcelain / Predominantly Base	\$ 138	\$ 138	\$ 138
D6752	Abutment Crown - Porcelain / Noble	\$ 161	\$ 161	\$ 161
D6780	Abutment Crown - 3/4 High Noble	\$ 108	\$ 108	\$ 108
D6790	Abutment Crown - Cast High Noble	\$ 126	\$ 126	\$ 126
D6791	Abutment Crown - Cast Predominantly Base	\$ 112	\$ 112	\$ 112
D6792	Abutment Crown - Cast Noble	\$ 113	\$ 113	\$ 113
D6930	Recement Bridge	\$ 22	\$ 22	\$ 22
D6970	Cast Post and Core in Addition to Bridge Retainer	\$ 54	\$ 54	\$ 54
D6792	Prefabricated Post and Core in Addition to Bridge Retainer	\$ 54	\$ 54	\$ 54
D6980	Bridge Repair	\$ 36	\$ 36	\$ 36
Various	Implants	\$ 500	\$ 500	\$ 500

APPENDIX D

SIT-UP	Muscular Endurance – The score indicated below is the number of bent-leg sit-ups performed in one minute.
PUSH-UPS	Muscular Endurance – (upper body) – The score below is the maximum number of full body repetitions that a candidate must complete without breaks.
1.5 MILE RUN	Cardiovascular capacity – The score indicated below is calculated in minutes:seconds.

AGE/SEX

MALE	SIT-UPS	PUSH-UPS	1.5 MILE RUN
20-29	38 _____	29 _____	12:51 _____
30-39	35 _____	24 _____	13:36 _____
40-49	29 _____	18 _____	14:29 _____
50-59	24 _____	13 _____	15:26 _____
60+	19 _____	10 _____	16:43 _____

FEMALE

20-29	32 _____	15 _____	15:26 _____
30-39	25 _____	11 _____	15:57 _____
40-49	20 _____	9 _____	16:58 _____
50-59	14 _____	9 _____	17:54 _____
60+	6 _____	9 _____	18:44 _____

_____ PASSED

_____ FAILED

_____ DATE

